

McMahan, J.

LSK&D #: 564-7013 / 1042666

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MARY KILBRIDE,

Plaintiff,

-against-

No. 07 CV 7092(CM)

STIPULATION
DISMISSING METLIFE

MERRILL LYNCH & CO., INC. BASIC LONG-TERM DISABILITY PLAN, ADMINISTRATOR OF MERRILL LYNCH & CO., INC. BASIC LONG-TERM DISABILITY PLAN, MERRILL LYNCH & CO., INC., TRUSTEES OF MERRILL LYNCH & CO., INC. BASIC LONG-TERM DISABILITY PLAN, METROPOLITAN LIFE INSURANCE CO., MERRILL LYNCH DISABILITY SERVICE CENTER, MERRILL LYNCH & CO., INC. MEDICAL PROGRAM, MERRILL LYNCH & CO., INC. DENTAL PLAN, AND MERRILL LYNCH & CO., INC. LIFE INSURANCE PROGRAM,

USDS SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 7/11/08
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Defendants.
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It is hereby agreed by the undersigned:

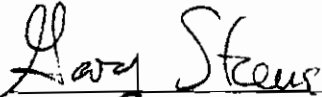
1. Subject to paragraph 3, Defendant Metropolitan Life Insurance Company ("MetLife") is hereby dismissed from this action without prejudice and without costs or attorney's fees.

2. Subject to paragraph 3, unless at the conclusion of this litigation MetLife is found liable in whole or in part for the long term disability benefits that are the subject of this action, MetLife shall be dismissed with prejudice and without costs or attorney's fees.

3. If MetLife is found to be necessary for the exercise of the Court's subject matter jurisdiction, or is found for any other reason to be necessary for the litigation or

adjudication of this matter on its merits or is found necessary for the granting of any relief, the dismissal shall be vacated, and MetLife added or restored as a Defendant. If MetLife is restored or added as a Defendant, MetLife agrees to waive any defenses in law or equity based on timeliness that, if sustained, would otherwise cause any claims against MetLife to be dismissed.

Dated: New York, New York
July 3, 2008



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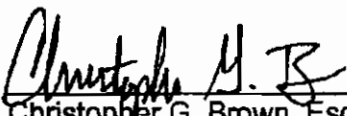
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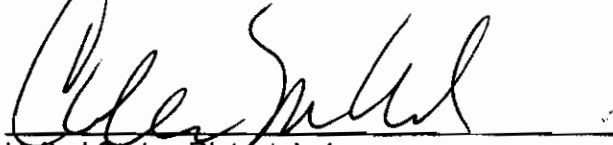
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So Ordered.

A handwritten signature in black ink, appearing to read "Allen Smith", written over a horizontal line.

United States District Judge

Dated:

7-10-08